UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRAX INTERNATIONAL CORPORATION

Employer

and **Case 28-RC-155938**

MACHINISTS LOCAL 2282, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO[1]

Petitioner

DECISION AND DIRECTION OF ELECTION

Machinists Local 2282, International Association of Machinists and Aerospace Workers, AFL-CIO (Petitioner) seeks to represent a unit of full-time Unexploded Ordnance Technicians[2] employed by TRAX International Corporation (the Employer) in its Section 77-Ammunition Recovery at Yuma Proving Ground, Arizona, where the Employer provides support services for the United States Department of Defense. The petitioned-for unit includes approximately 17 Unexploded Ordnance Technicians. The Petitioner stated at the hearing that it does not seek to include the one Lead Unexploded Ordnance Technician in the unit. The Employer maintains that the unit sought by Petitioner is not appropriate and that the only appropriate unit must also include all hourly employees by the Employer at Yuma Proving Ground. The unit sought by the Employer includes approximately 765 employees, including the one Lead Unexploded Ordnance Technician.

A hearing officer of the Board held a hearing in this matter and the parties orally argued their respective positions prior to the close of the hearing.[3] As described below, based on the record and relevant Board cases, including the Board's decision in *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB No. 83 (2011), enfd. 727 F.3d 552 (6th Cir. 2013), and Board cases involving craft units, I find that the petitioned-for unit limited to Unexploded Ordnance Technicians is appropriate, and I have decided to permit the Lead Unexploded Ordnance Technician to vote subject to challenge.

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[1] At the hearing, Petitioner moved to amend the petition to reflect that the correct name of the Employer is TRAX International Corporation, and the Hearing Officer referred that motion to me. Petitioner's motion is hereby granted.

[2] At the hearing, Unexploded Ordnance Technicians were referred to as, among other things, Ammunition Recovery Technicians, Ammo Techs, Demo Techs, UXOs, and ARTs.

[3] The Hearing Officer's rulings made at the hearing are free from prejudicial error and are affirmed.

I. The Employer's Operations

The Employer provides support services for the Department of Defense at the Yuma Proving Ground, a United States Army facility located about 30 miles northeast of Yuma, Arizona. The services provided by the Employer include electronic instrumentation operation, optical and geodetic instrumentation operation, metrology and simulation operation, computation and automation, operations and maintenance, range management operations, technical and engineering special services, range communication operations, information management operations, and data management and test coordination.

The Employer's contract to provide services to the Department of Defense incorporates a Performance Work Statement (PWS) describing each distinct area of performance under the contract, including minimum performance standards and the scope of work to be performed by each subcategory within the functional areas of performance. In structuring its organization, the Employer relied on the PWS. For each functional area of performance under the contract, the Employer has formed a group. Within each group, the Employer recognizes separate sections, which correspond with subcategories defined in the PWS. The Employer's groups include Electronics, Maintenance, Metrology and Simulation, Photo-Optics, Developmental Engineering, Information Services, Engineering, Air Delivery, Ammunition, Targets, Weapons, and Test Vehicle Operations.

The employees in the petitioned-for unit belong to Section 77, the Ammunition Recovery section, one of three sections within the Ammunition group. The Ammunition group consists of the Ammunition Logistics section and the Conditioning Chambers section, in addition to the Ammunition Recovery section. Each section within the Ammunition Recovery group performs distinct functions related to ammunition and explosive ordnance testing.

The Ammunition Logistics section is responsible for receiving and handling ammunition in the storage plant before testing is performed. The Conditioning Chambers section is responsible for transporting ammunition to and from test sites, loading plants, and storage facilities. The Conditioning Chambers section is also responsible for operating temperature-conditioning chambers for ammunition testing, which includes loading the ammunition into the chambers. As described more fully below, the Ammunition Recovery section is primarily responsible for collecting, securing, and destroying ammunition and unexploded ordnances.

II. Analysis

Below I will first explain my finding that the petitioned-for unit is appropriate based on a community of interest analysis. I will then explain my finding that the unit is also appropriate as a craft unit within the meaning of Section 9(b) of the Act.

A. Community of Interest Analysis

After describing the standards applied by the Board in assessing whether a petitioned-for unit is appropriate, despite an assertion that the unit employees should be included in a larger unit, I will apply those standards to the facts of this case.

1. Board Community of Interest Standards

The Act does not require a petitioner to seek representation of employees in the most appropriate unit possible, but only in *an* appropriate unit. *Overnite Transportation Co*., 322 NLRB 723 (1996). Thus, the Board first determines whether the unit proposed by a petitioner is appropriate. When the Board determines that the unit sought by a petitioner is readily identifiable and that employees in that unit share a community of interest, the Board will find the petitioned-for unit to be an appropriate unit, despite a contention that the unit employees could be placed in a larger unit which would also be appropriate or even more appropriate, unless the party so contending demonstrates that employees in the larger unit share an "overwhelming community of interest" with those in the petitioned-for unit. *Specialty Healthcare*, supra, slip op. at 7.

Thus, the first inquiry is whether the job classifications sought by Petitioner are readily identifiable as a group and share a community of interest. In this regard, the Board has made clear that it will not approve fractured units; that is combinations of employees that have no rational basis. *Odwalla, Inc.,* 357 NLRB No. 132 (2011), *Seaboard Marine*, 327 NLRB 556 (1999). Thus an important consideration is whether the employees sought are organized into a separate department or administrative grouping. Another consideration is whether the employees sought by a union have distinct skills and training; have distinct job functions and perform distinct work, including inquiry into the amount and type of job overlap between classifications; are functionally integrated with the Employer's other employees; have frequent contact with other employees; interchange with other employees; have distinct terms and conditions of employment; and are separately supervised. *United Operations*, *Inc.*, 338 NLRB 123 (2002), see also *Specialty Healthcare*, supra, at 9. Particularly important in considering whether the unit sought is appropriate are the organization of the plant and the utilization of skills. *Gustave Fisher, Inc*., 256 NLRB 1069, fn. 5 (1981). However, all relevant factors must be weighed in determining community of interest.

With regard to the second inquiry, additional employees share an overwhelming community of interest with the petitioned-for employees only when there "is no legitimate basis upon which to exclude (the) employees from" the larger unit because the traditional community-of-interest factors "overlap almost completely." *Specialty Healthcare*, supra, at 11-13, and fn. 28 (quoting *Blue Man Vegas, LLC. v. NLRB*, 529 F.3d 417, 421-422 (D.C. Cir. 2008)). Moreover, the burden of demonstrating the existence of an overwhelming community of interest is on the party asserting it. *Northrop Grumman Shipbuilding, Inc*., 357 NLRB No. 163, slip. op. at 3, fn. 8 (2011).

The Employer argues that I should not apply the framework set forth in *Specialty Healthcare*, supra, and instead should presume that a contract-wide unit is appropriate. The Employer argues that a contract-wide unit should be deemed presumptively appropriate based on the same kind of public policy considerations that led the Board to presume that system-wide units are optimal in the public utility industry. See *Baltimore Gas & Electric Co.*, 206 NLRB 199 (1973); *Colorado Interstate Gas Co.*, 202 NLRB 847 (1973); *Deposit Telephone Co.*, 328 NLRB 1029 (1999). The Board presumes system-wide public utility units are appropriate because the public has an "immediate and direct interest in the uninterrupted maintenance of the

essential services that the public utility industry alone can adequately provide." *Baltimore Gas & Electric Co.*, 206 NLRB at 201.

I acknowledge that the Board held in *Specialty Healthcare*, supra, that its decision was not intended to disturb the various presumptions and rules the Board has developed for specific industries aside from the particular industry involved in that case. *Id.* at fn. 29. However, the Board has not developed a contract-wide presumption for defense service contractors, and I am not convinced that such a presumption is appropriate in this case, particularly given the broad array of services the Employer provides. Further, I find that evidence that there are contract-wide units in the defense service industry in some other locations and that Petitioner previously attempted to organize the Employer's employees on a contract-wide basis is insufficient to establish an industry practice or presumption.

The Employer also argues that the petitioned-for unit should be found inappropriate under Section 9(c)(5) of the Act, which provides that "[i]n determining whether a unit is appropriate…the extent to which the employees have organized shall not be controlling." The Employer argues that the fact that Petitioner sought to represent a contract-wide unit eight years ago establishes that the petitioned-for unit is premised solely on the extent of organization. I find that argument unpersuasive. The Board has held that prior unit stipulations are not controlling when considering the appropriateness of a petitioned-for unit. *Fraser Engineering Company, Inc.*, 359 NLRB No. 80, slip op. at 2 (2013). Rather, the extent of organizing is but one of many factors to consider in determining whether a petitioned-for unit is appropriate. *Id.* As explained below, I find that the petitioned-for unit is appropriate based on an application of the framework set forth in *Specialty Healthcare*, supra.

2. Application of Board Community of Interest Standards to the Facts of this Case

Below, I will first explain my finding that the petitioned-for unit is readily identifiable and consists of employees who share a community of interest. I will then explain my finding that the Employer has not met its burden of establishing that the employees it seeks to include in the unit share an overwhelming community of interest with the employees in the petitioned-for unit.

a. The Classification Sought By Petitioner Share a Community of Interest

In concluding that the employees in the petitioned-for unit are "readily identifiable as a group," I note that they belong to same section and thus belong to the same department or administrative unit. They also share a unique function. They are the only employees responsible for collecting, securing, and destroying ammunition and unexploded ordnances.

Specifically, in performing their duties, they must locate and detect ordnances on and under the surface in the range areas. If any such material is still explosive, they must deliberately activate the material and remove it from the range. Finally, they are also responsible for recovering, collecting, and disposing of other hazardous materials such as depleted uranium.

Before any of these materials are disposed of and sent to salvage yards, Unexploded Ordnance Technicians must certify the collections as free from explosive material.

In performing their work, Unexploded Ordnance Technicians use tools and equipment only available to them. For example, they use specialized robotic equipment to handle material found on the range, field x-ray machines and metal detectors to locate the material, and high-pressure water jet cutters to dispose of ordnances. They also use binoculars, pipe wrenches, deep excavators, remote drill presses, and various vehicles such as bobcats. Most of their equipment is housed in a salvage yard near a building where the Unexploded Ordnance Technicians report to work. No other employees report to work at that building.

Unexploded Ordnance Technicians must undergo special training and obtain unique certifications to perform their work. The Employer only hires employees to work in the Ammunition Recovery section if they have graduated from the Department of Defense's Explosive Ordnance Disposal course of instruction. The one Unexploded Ordnance Technician who has not undergone such training has been grandfathered into the section based on experience. Not only is this certification required by the Employer, but the Department of Defense mandates that at least 50 percent of the personnel assigned to perform ammunition recovery have graduated from its course or an equivalent. Employees in other sections are not subject to this requirement and are unable to perform ammunition recovery work, in large part, for lack of the appropriate training and certification.

Notably, no employees other than Unexploded Ordnance Technicians ever perform ammunition recovery work, and only one section outside the Ammunition group, namely the Artillery Testing section in the Weapons group, is authorized to handle ammunition at all. Based on the trainers' designation as belonging to a distinct section and their unique function, I find that they are a readily identifiable group. *Macy's Inc.,* 361 NLRB No. 4 (2014).

Moreover, I find that the petitioned-for employees share a community of interest with each other under the Board's traditional criteria. As explained above, Unexploded Ordnance Technicians belong to the same section. Further, as explained above, their work has a shared purpose and is functionally integrated, in that they, and only they, are responsible for collecting, securing, and destroying ammunition and unexploded ordnances.

Although Unexploded Ordnance Technicians have the same interim supervisor as all employees in the Ammunition group and Weapons group, their section largely operates as an independent group with little oversight or direction from their supervisor. Although the interim supervisor assigns the Unexploded Ordnance Technicians projects and gives weekly work assignments to the section, the Unexploded Ordnance Technicians receive daily work assignments and direction from the Lead Unexploded Ordnance Technician, and not the interim supervisor.

The record also establishes that Unexploded Ordnance technicians regularly work side-by-side with one another, performing the same type of work. In addition, they share similar terms and conditions of employment, including an eight percent wage premium paid due to the dangerous nature of their work, and awards based on the performance of their section.

Accordingly, I conclude that the employees in the petitioned-for unit share a community of interest and that the petitioned-for unit is appropriate for the purposes of collective bargaining. *DTG Operations, Inc*., 357 NLRB No. 175 (2011); *Northrop Grumman Shipbuilding, Inc*., 357 NLRB No. 163 (2011).

b. The Employees the Employer Contends Must Be Added to the Unit Do Not Share an Overwhelming Community of Interest with the Employees in the Classifications Sought by Petitioner

Having found that the Unexploded Ordnance Technicians share a community of interest with each other, I turn to the issue of whether the Employer has met its burden of establishing that the employees it seeks to add to the unit share an overwhelming community of interest with the employees in the petitioned-for unit, such that they must be included. I find that the Employer has not met this burden. As discussed in more detail below, in reaching this conclusion, I find that the employees belonging to the Employer's numerous other sections belong to separate administrative units; largely have separate supervision; have distinct job duties, qualifications, and training; have certain distinct terms and conditions of employment; have limited and infrequent interchange with the petitioned-for employees; have limited contact, in comparison with the degree of contact among the employees in the petitioned-for unit; and have limited functional integration, in comparison with the degree of integration among the employees in the petitioned-for unit.

1. The Employees the Employer Would Add Are In a Separate Department or Administrative Unit from the Employees Sought by Petitioner

As explained above, the Employer has organized its operations into administrative units called groups and sections. Each group consists of various sections. The petitioned-for Unexploded Ordnance Technicians are grouped separately into the Ammunition Recovery section within the Ammunition group. Although there are two other sections within the Ammunition group, there are no employees who belong to the Ammunition Recovery section, aside from the Unexploded Ordnance Technicians. I therefore find that the petitioned-for employees belong to a separate administrative unit from the employees the Employer would add.

2. The Employees the Employer Would Add Largely Have Separate Supervision from the Employees Sought by Petitioner

As explained above, although Unexploded Ordnance Technicians have the same interim supervisor as all employees in the Ammunition group and Weapons group, their section largely operates as an independent group with little oversight or direction from the interim supervisor. They generally receive daily assignments and direction from the Lead Unexploded Ordnance Technician, and only receive project assignments from the interim supervisor, who assigns work to the entire section on a weekly basis. Further, employees belonging to groups other than the Ammunition and Weapons groups report to different supervisors. Thus, I find that the

employees the employer would add largely have separate supervision from the employees sought by Petitioner.

3. The Employees the Employer Would Add Have Distinct and Unique Job Duties, Qualifications, and Training from the Employees Sought by Petitioner

As explained above, the petitioned-for employees perform the unique function of collecting, securing, and destroying ammunition and unexploded ordnances. None of the employees the Employer would add perform that function, and there is no evidence establishing that any of them possess the qualifications or training necessary to perform that function. Rather, the record reflects that the employees the Employer would add perform a wide variety of functions, since the Employer provides a wide variety of services under its contract. I therefore find that the employees the Employer would add have distinct and unique job duties, qualifications, and training from the employees sought by Petitioner.

4. The Employees the Employer Would Add Have Some Distinct Terms and Conditions of Employment from the Employees Sought by Petitioner

The employees in the petitioned-for unit and the employees the Employer would add are covered by the same employee handbook and are therefore covered by a plethora of common work rules and policies. They also share a variety of common benefits, such as health benefits, paid leave, and life insurance. However, unlike the employees the Employer would seek to add, as explained above, Unexploded Ordnance Technicians receive a wage premium due to the dangerous nature of their work. They are also separately recognized with awards based on the merit of their section's work as a whole. Thus, I find that, although there are some common terms and conditions of employment, there are also cognizable and significant differences between the terms and conditions of employment of the employees in the petitioned-for unit and the employees the Employer would add.

5. The Employees the Employer Would Add Do Not Interchange With the Employees Sought by Petitioner

There is no evidence of temporary or permanent interchange between the employees the Employer would add and those in the petitioned for unit. The Employer offered evidence that about four percent of total hours worked on a quarterly basis consist of cross-utilization, meaning work performed in one section by employees belonging to another section. However, because of the specialized qualifications and training required to perform ammunition recovery work, no employees from other sections or groups ever perform such work. In fact, none of the employees the Employer seeks to add, aside from the other employees in the Ammunition group and employees in the Artillery Testing section in the Weapons group, is authorized to handle

ammunition at all. Further, there is no evidence of permanent transfers of employees to or from the Ammunition Recovery section.

6. The Employees the Employer Would Add Have Relatively Limited Contact with the Employees the Employer Contends Must Be in the Unit

Here, the record establishes that there is some contact between employees in the petitioned-for unit and the employees the Employer would add, as Unexploded Ordnance Technicians sometimes perform work in support of work being done by other sections. For example, Unexploded Ordnance Technicians have been assigned to assist the Metrology and Simulation and the Weapons groups by supporting weapons testing. In assisting these groups, Unexploded Ordnance Technicians will report to the test site to recover and disassemble the tested material. This happened in the third quarter of fiscal year 2014 when two Unexploded Ordnance Technicians assisted the Metrology and Simulation group in recovering warheads tested in the range. However, the Employer did not establish the frequency or regularity with which Unexploded Ordnance Technicians have contact with employees in other groups or sections in supporting their functions or projects. Moreover, the record also reflects that Unexploded Ordnance Technicians report to the same building, have regular day-to-day contact, and often work side-by-side on assignments, performing the same type of work. Thus, I find that the Employer has not established that the Unexploded Ordnance Technicians have frequent and regular contact with the employees it would add, as compared to degree of contact Unexploded Ordnance Technicians have with each other.

7. The Degree of Functional Integration Differs Significantly Between the Two Groups When Compared to the Functional Integration of the Unit of Employees Sought By Petitioner

Here, Unexploded Ordnance Technicians are only functionally integrated with employees the Employer seeks to add insofar as specific projects demand. Unexploded Ordnance Technicians sometimes work alongside several over groups, but not in a systematic or fixed manner. Unexploded Ordnance Technicians are called on, based on their special skills and certification, to perform highly-defined tasks on a broad range of projects. For one month they may work alongside the Weapons group; another week they may work with the Metrology and Simulation Group; and for months on end they may work amongst themselves alongside government employees. In all cases, they perform ammunition recovery work. In other words, the level of integration is strictly based on whether the special skills held by Unexploded Ordnance Technicians are required to support a particular project. While employees in other sections or groups may depend on Unexploded Ordnance Technicians to perform ammunition recovery work in support of their projects, nearly every workplace taken as a whole cannot function without its parts. This is not the question asked in analyzing functional integration. Rather, the question is whether each classification has a separate role in the process. *DTG Operations*, supra at 8. Thus, I find that the degree of functional integration between the employees in the petitioned-for unit and the employees the Employer seeks to add is limited in

comparison with the degree of functional integration among the employees in the petitioned-for unit, who all play the same role in the process.

8. Conclusion

I acknowledge that the employees the Employer contends must be included in the unit and the employees in the petitioned-for unit share a limited degree of common supervision, share some common terms and conditions of employment, have some degree of contact with each other, and have some degree of functional integration. While the Employer's contentions may establish that the broader unit sought by the Employer is an appropriate unit, balancing all of the factors described above, they are insufficient to establish that the employees the Employer would add share such an overwhelming community of interest as to require their inclusion in the unit.

B. Craft Unit Analysis

In addition to finding the petitioned-for unit to be appropriate based on a community of interest analysis, I also find that the unit is appropriate as a craft unit within the meaning of Section 9(b) of the Act. After explaining the standards the Board applies in assessing whether a unit is appropriate as a craft unit, I will explain the application of those standards to the facts of this case.

1. Board Craft Unit Standards

The Board defines a craft unit as:

> [o]ne consisting of a distinct and homogeneous group of skilled journeymen and craftsmen, who, together with helpers or apprentices, are primarily engaged in the performance of tasks which are not performed by other employees and which require the use of substantial craft skills, and specialized tools and equipment.

Burns & Roe Services Corp., 313 NLRB 1307, 1308 (1994). Where no bargaining history on a more comprehensive basis exists, a craft having a separate identity of skills, functions and supervision, exercising craft skills or having a craft nucleus, is appropriate. See *MGM Mirage, d/b/a Mirage Casino-Hotel*, 338 NLRB 529 (2002) (holding that a petitioned-for unit of carpenters and upholsterers comprised a craft unit that did not include the remaining employees in the engineering department).

In determining whether a petitioned-for craft unit is appropriate, the Board examines:

(1) whether the employees take part in a formal training or apprenticeship program;

(2) whether the work is functionally integrated with the work of the excluded employees;

(3) whether the duties of the petitioned-for employees overlap with the duties of the excluded employees;

(4) whether the employer assigns work according to need rather than on craft or jurisdictional lines; and

(5) whether the petitioned-for employees share common interests with other employees.

Burns & Roe Services Corp., 313 NLRB at 1308. In non-construction industry cases, the Board does not limit its inquiry solely to these factors, but determines the appropriateness of the craft unit sought in light of all factors. *Mirage Casino-Hotel*, 338 NLRB at 532.

2. Application of Board Craft Unit Standards to the Facts of this Case

Based on an analysis of the evidence related to each of the above factors, I find that the petitioned-for unit is appropriate as a craft unit, in addition to being appropriate based on a community of interest analysis.

First, I find that the employees in the petitioned-for group are required to take part in a formal training or apprenticeship program. As explained above, the Employer will only hire applicants to be Unexploded Ordinance Technicians if they have completed the Department of Defense Explosive Ordnance Disposal course of instruction. Although one Unexploded Ordnance Technician has not undergone such training, that employee is grandfathered into the section based on the experience.

Second, as explained above, I find that the degree of functional integration between the Unexploded Ordnance Technicians and the employees the Employer seeks to add it limited in comparison with the degree of integration among the Unexploded Ordnance Technicians.

Third, I find that there is no overlap between the duties of Unexploded Ordnance Technicians and the employees the Employer would add. As explained above, Unexploded Ordnance Technicians perform the unique function of collecting, securing, and destroying ammunition and unexploded ordnances, and no other employees are authorized to perform that function.

Fourth, since Unexploded Ordnance Technicians are the only employees who are trained and authorized to perform ammunition recovery work, I find that their work is assigned according to craft lines, rather than according to need.

Finally, I find the employees the Employer would add and the employees in the petitioned-for unit share some common interests. As explained above, the employees the Employer contends must be included in the unit and the employees in the petitioned-for unit share a limited degree of common supervision, share some common terms and conditions of employment, have some degree of contact with each other, and have some degree of functional

integration. However, I find that these limited commonalities are outweighed by the other factors weighing in favor of finding the petitioned-for unit to be a craft unit.

III. Conclusion

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The rulings at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.[4]

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.[5]

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time Unexploded Ordnance Technicians employed by TRAX International Corporation in its Section 77-Ammunition Recovery at its Yuma Proving Ground, Yuma, Arizona; excluding all other employees, including office clerical employees, managers, guards, and supervisors, as defined in the National Labor Relations Act.[6]

For the reasons noted above, I shall permit the Lead Unexploded Ordnance Technician to vote subject to challenge.

There are approximately 17 employees in the unit found appropriate.

[4] I find, based on the stipulations of the parties and the record evidence, that the Employer is a New Mexico corporation with its principal office in Las Vegas, Nevada, and an office and place of business at Yuma Proving Ground, Arizona, where it is engaged in business of providing support services to the Department of Defense. During the 12-month period preceding July 15, 2015, the Employer provided services valued in excess of $50,000 directly to the United States government, provided services valued in excess of $50,000 in states other than the state of Arizona, and purchased and received at its Arizona facility goods and materials valued in excess of $50,000 directly from suppliers outside the state of Arizona.

[5] The parties stipulated, and I find, that the Petitioner is a labor organization within the meaning of Section 2(5) of the Act.

[6] The unit found appropriate conforms substantially with the unit sought by Petitioner.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Machinists Local 2282, International Association of Machinists and Aerospace Workers, AFL-CIO.

A. Election Details

The election will be held on Tuesday, August 11, 2015, from 6:00 a.m. to 6:45 a.m., in the break room in Building 3700 at Yuma Proving Ground, Yuma, Arizona.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **August 2, 2015**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Also eligible to vote using the Board's challenged ballot procedure are those individuals employed in the classifications whose eligibility remains unresolved as specified above and in the Notice of Election.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **Thursday, August 6, 2015**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlrb.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties name in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.
Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlrb.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated at Phoenix, Arizona, this 4th day of August 2015.

/s/ Nancy E. Martinez
Nancy E. Martinez, Acting Regional Director

Form NLRB-877

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28

TRAX INTERNATIONAL CORPORATION

Employer

and

MACHINISTS LOCAL 2282, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

Case 28-RC-155938

AFFIDAVIT OF SERVICE OF: DECISION AND DIRECTION OF ELECTION

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 10, 2014, I served the above-entitled document by electronic mail upon the following persons, addressed to them at the following addresses:

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August 4, 2015
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